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CREDIT SUISSE FIRST BOSTON

2001 BASKET SWAPS (STANDARD TERMS)

Credit Suisse First Boston (Europe) Limited ("CSFB") and the Counterparty have entered into a 1992 ISDA Master Agreement, with related schedules (the "Master Agreement").

These terms (the 'Basket Swaps Standard Terms") supplement the Master Agreement and are for use in documenting swap agreements on securities ('Securities Swaps").

To enter into a transaction hereunder, a Counterparty must notify (by telephone or otherwise) CSFB of its request for an offer, specifying the name of the relevant equity security and the proposed quantity, and whether the Counterparty wishes to act as synthetic buyer or synthetic seller. If CSFB agrees to such offer it must then notify (by telephone or otherwise) the Counterparty of the proposed opening price. Should the Counterparty wish to accept this offer, it must promptly notify CSFB (by telephone or otherwise) of its assent. This acceptance gives rise to a binding Contract, a Confirmation of which will be sent by CSFB to the Counterparty. An offer by CSFB that is not immediately accepted shall be deemed to lapse unless CSFB specifically states that it shall remain open.

The Counterparty shall be deemed to have accepted the terms of the Confirmation sent by C SFB if it does not dispute its terms within five business days of receipt. This failure to dispute the terms within five business days shall constitute acceptance in full by the Counterparty of the Contract upon the terms, and subject to the conditions, set wt in the Confirmation and within these Basket Swaps Standard Terms. In the event of any inconsistency between the provisions of the Basket Swaps Standard Terms and any Confirmation, the Confirmation shall prevail. In the event of any inconsistency between the provisions of the Basket Swaps Standard Terms and the Master Agreement, the Basket Swaps Standard Terms shall prevail.

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1. DEFINITIONS

1.1. Additional Payments

Applicable Cycle Date

Applicable Interest Rate

Applicable Interest Rate Cycle

Business Day
Buyer
Closing Date
Close of Business Execution copy
is defined in Section 5.1.
as defined in the Schedule.
is the rate for the Contract Currency as defined in the Schedule for the Applicable Interest Rate Cycle on the Applicable Cycle Date.
as defined in the Schedule or as otherwise specified in the Confirmation.
is a day on which the Security is traded on the relevant Exchange or if the Exchange is specified as Reference Dealers, each day on which the Reference Dealers from whom firm quotations are being sought are (or but for the occurrence of a Market Disruption Event, would have been) open for business.
is the party specified as such in the Confirmation.
is the earliest of:
(ii) the Original Closing Date (if any);
the date determined in accordance with Section 6, Section 7 or Section 10; and
(iii) the Business Day on which the Counterparty accepts the Closing Price quoted by CSFB and gives notice that it wishes to close all or part of that Contract in accordance with Section 8.1.
is the time of the official close of trading (without regard to any "after hours" trading) on the Exchange on which the Security is traded or if the Exchange is specified as Reference Dealers, then if the Reference Dealers are located solely in (a) the United Stabs, the "Close of Business" shall mean 4:00 p.m. local time in New York, (b) in either (or both) the United Kingdom and Europe (excluding the

United Kingdom), the "Close of Business" shall mean 4:30 p.m. local time in London; or (c) if a Reference Dealer is an exchange, the Valuation Time shall mean the close of trading on such exchange.
Closing Price is the Reference Price on the Closing Date.
Commission Percentage is the percentage specified as such in the Confirmation.
Confirmation is one or more written documents exchanged between the parties which, taken together,

confirm all the terms of one or more Contracts.
Contract is the agreement evidenced by a confirmation that incorporates these Basket Swaps Standard Terms.
Contract Currency is the U.S. dollar, unless another currency is specified as such in the Confirmation.
Contract Price Difference is as defined in Section 8.3.
Contract Quantity is the number of shares of a Security to which a Contract relates (as revised from time to time in accordance with the provisions of Section 5.2 and Section 8.6).
Counterparty is the party specified as such in the Schedule.
Day Count Fraction is the number specified as such in the Schedule for the Contract Currency.
Dividend Percentage is the percentage specified as such in the Confirmation.
Effective Date is as specified in the Confirmation.
Equity Balance is defined in Section 3.1.
Equity Cycle Date is the number of Business Days before the Equity Payment Date specified in the Schedule for the relevant Exchange.
Equity Payment is a settled payment made pursuant to Section 3.3.

Equity Payment Date
Exchange
Interest
Interest
Payment Date
Market Disruption Event
Opening Equity Balance
Opening Price
Original Closing Date
Reference Dealers Execution copy
is as specified in the Schedule and the Termination Date.
is the primary exchange or market on which the Security is traded, as specified in the Confirmation.
is the amount calculated on a daily basis in accordance with Section 3.4.
as specified in the Schedule and the Termination Date.
means the occurrence or the existence on any Business Day during the one -half hour period ending at the close of the regular trading session on the relevant Exchange of any suspension of or limitation in trading (by reason of movements in price exceeding limits permitted by the Exchange or otherwise) in the Security or in

listed options on the Security, if any, if, in the
mutual agreement of CSFB and Counterparty,
such suspension or limitation is material or
where the relevant Exchange is specified as
Reference Dealers (except where such
Reference Dealer is an exchange). Where such
Reference Dealer is an exchange, Market
Disruption Event means the occurrence or
existence on any Business Day of any disruption
in trading in the Securities by the Reference
Dealers if that disruption is, in the mutual
agreement of CSFB and Counterparty, material.
is defined in Section 3.1.
is the price per Security specified as such in the
Confirmation.
is the date (if any) identified as such in the
Confirmation relating to that Contract.
Three (3) leading dealers in the Securities as
reasonably selected by CSFB as of any Valuation
Date. If, in addition to being traded on the over-
the-counter market, the Securities are also traded
on one or more exchange(s), any such
exchange(s) may, at the commercially reasonable

discretion of CSFB, be deemed to be a Reference
Dealer.
Reference Price is in relation to the valuation of any Security on
any date:
the last regular way trade on the
Exchange for that Security as at Close of
Business (without regard to any "after
hours" trading) on the date of such
valuation (except that the final
Reference Price shall be fixed as of the
Closing Date); or
(ii) if Reference Dealers is specified as the
Exchange for a Security then as
determined by CSFB as follows:
(a) Where Reference Dealers include one
or more exchange(s), the Reference
Price shall be the official closing
price of the Securities as quoted by
any such exchange at the
commercially reasonable discretion of
CSFB; and
(b) Where Reference Dealers does not
include one or more exchange(s),
CSFB will request each Reference
Dealer to provide firm quotations
(including accrued but unpaid

interest) to purchase the full Number of Securities. If three quotations or fewer are provided, the Reference Price shall be the arithmetic mean of the quotations without discarding the highest and lowest quotations, or the single quotation, as the case may be. If no quotations are provided, CSFB shall determine the Reference Price in its commercially reasonable discretion; or

(iii) if for any reason no such quotation is available (or if CSFB reasonably concludes that such last regular way trade price is not a fair reflection of market value because, for example, it is out of the range of immediately

preceding reported trades), the price as reasonably determined by CSFB as at Close of Business on the date of such valuation.

Related Exchange is the principal exchange(s) on which futures or options related to the Security trade.

Schedule

Securities is a schedule, or list forming part of a letter, or other document, agreed upon by CSFB and the Counterparty. The Schedule specifies certain matters as required by these Basket Swaps Standard Terms, and is deemed to be part of these Basket Swaps Standard Terms. The Schedule referred to in these Basket Swaps Standard Terms is distinct from all schedules incorporated into the Master Agreement.

are the securities specified as such in the Confirmation. In the case of any Security that is a bond or otter debt instrument ("Bond"), each Security will represent a nominal amount of such Security equal to the Bond Pricing Factor of such Security specified in the Confirmation.

Seller is the party identified as such in the Confirmation.

Spread is the percentage specified as such in the Confirmation.

Termination Date is the number of Business Days following the Closing Date as specified in the Schedule for the relevant Exchange or as otherwise agreed between the parties.

Trade Date is the date on which that Contract is entered into as specified in the Confirmation.

Valuation Date
2. CONTRACT TERMS is each successive Business Day from but excluding the Trade Date up to and including the Closing Date.
2.1 The purpose of each Contract is to allow the Counterparty synthetically to gain exposure to fluctuations in the price of the relevant Security. Accordingly, CSFB and the Counterparty agree that it is an express term of the Contract that:
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CO neither party acquires any interest in or right to acquire any Security by virtue of any Contract; and
(ii) neither party is obliged to sell, purchase, hold, deliver or receive any Security by virtue of any Contract.
3. EQUITY AND CALCULATION OF INTEREST
3.1 The Opening Equity Balance adjusted as provided in 3.3 is referred to as the Equity Balance. On the Trade Date the Opening Equity Balance shall be zero. For the avoidance of doubt an Equity Balance may be positive or negative.
3.2 On each Valuation Date for a Contract, CSFB shall determine the Reference Price.
3.3 On each Equity Payment Date (up to but excluding the Termination Date), an Equity Payment shall be made to take into account any change in the Reference Price of the Securities. Equity Payments shall adjust the Equity Balance. The Equity Payment shall be an amount equal to [Q x (P 2 -PI)J, where:
Q = the Contract Quantity;
Pi = the Reference Price on the immediately prior Equity Cycle Date or in respect of the first Equity Payment Date, the Opening Price; and
P2= the Reference Price on the most recent Equity Cycle Date.
If P2 is greater than 131, then the Seller shall make the Equity Payment to the Buyer and the Equity Balance shall be increased by an equal amount.
If P2 is less than Pi, then the Buyer shall pay the Seller and the Equity Balance shall be reduced by an equal amount and may be reduced below zero.
3.4 On each Interest Payment Date, the Buyer shall pay to the Seller an amount equal to the Interest Payment. The Interest Payment shall be the aggregate amount of Interest accrued daily from, and including, the immediately preceding Interest Payment Date (or the Effective Date in the case of the first payment made under this Section 3.4) to, but excluding, the next Interest Payment Date (or the Termination Date as the case may be).

Each day's Interest shall be calculated as [((Q x P o) +N) x (R + C) x (1/-F)], where:
Q=
Po =
R=
C=
F=
N= the Contract Quantity;
the Opening Price;
the Applicable Interest Rate on such day;
the Spread, which may be positive or negative, and may
depend on whether Counterparty is Buyer or Seller, as set out in the Schedule;
the Day Count Fraction; and
the Equity Balance on the previous Interest Payment Date.
3.5 On the first Equity Payment Date only, the Counterparty shall pay an amount equal to the Commission to CSFB. Commission is calculated as:
Q x Pox Z,

where Z = Commission Percentage
4. PAYMENTS NETTING AND SETTLEMENT
4.1 If, on any date the same amounts would otherwise be payable by each party to the
other (under any provision of a Security Swap with respect to any Contract), then on
such date, each party's obligation to make such payment shall be automatically
satisfied and discharged. If the aggregate amount otherwise payable by one party
exceeds the aggregate amount payable by the cther, then the party with the larger
aggregate amount shall assume a new obligation in the amount of the excess of the
larger aggregate amount over the smaller.
4.2 All payments to be made by a party in respect of any Contract shall be made in
immediately available funds.
5. ADDITIONAL PAYMENTS AND ADJUSTMENTS
5.1 Additional Payments shall be made by the Seller if, during the period from but not
including the Trade Date to and including the Closing Date, any of the following
circumstances shall occur:
If a Security pays a dividend or makes another distribution, the payment to be
made by the Seller shall be equal to the gross amount of the cash dividend or
distribution per share (excluding for the avoidance of doubt any tax credits), as
the case may be, multiplied by the Dividend Percentage, multiplied by the

Contract Quantity and in respect of Securities which are Bonds, an amount equal to the coupon amount payable to persons who would be holders of record of the Securities multiplied by the Contract Quantity.

(ii) If the issuer of a Security shall, by way of preferential rights, offer, grant or issue to the holders of such Securities generally such Securities or any other securities, which by their terms of issue are convertible into or exchangeable for or carry rights to subscribe for or otherwise acquire such Securities or any options, warrants or rights to subscribe for or otherwise acquire such Securities or any such convertible or exchangeable securities, the payment to be made by the Seller shall be equal to the aggregate value of the rights as determined by CSFB in its discretion on the Business Day on which the rights are first traded.

(iii) If the issuer of a Security shall distribute to holders of such Securities generally any of its assets (including cash or portfolio securities) out of its reserves (but excluding cash dividends payable out of distributable reserves), the payment to be made by the Seller shall be equal to the value of the cash or securities obtained by way of distribution as determined by CSFB in its commercially reasonable discretion on the Business Day on which the Security is marked ex the distribution.

All Additional Payments made under this Section shall be payable on the date of the relevant distribution to holders of the relevant Securities, or as otherwise agreed to by the parties.

5.2 In case of a Potential Adjustment Event (as defined below) affecting a Security, CSFB shall determine (in its own discretion) the appropriate adjustment, if any, to be made to the Security's Reference Price (or Opening Price as the case may be) and/-or to its Contract Quantity. CSFB shall consider the diluting or concentrating effect of the Potential Adjustment Event, and attempt to preserve the economic equivalent of the rights and obligations of the parties as in effect immediately prior to the Potential Adjustment Event. CSFB shall also determine the date of adjustment.

5.3 For the purposes of Section 5.2, "Potential Adjustment Event" means any of the following:

(i) a subdivision, consolidation or reclassification of Securities, or a free
distribution or dividend of additional securities to existing holders of Securities by way of bonus, capitalization or similar issue;
(ii) a distribution or dividend to existing holders of Securities of additional
Securities, other share capital or securities granting the right to payment of
dividends and/or the proceeds of liquidation of the issuer equally or proportionately with such payments to holders of Securities or other types of
securities, rights or warrants or other assets, in any case for payment (cash or
other) at less than the prevailing market price as determined by CSFB in a commercially reasonable manner;
(iii) a call by the issuer in respect of Securities that are not fully paid;
(iv) a repurchase by the issuer of Securities, whether out of profits or capital and
whether the consideration for such repurchase is cash, securities or otherwise;
or
(v) any other similar event that may have a diluting or concentrative effect on the
theoretical value of the Securities.
In determining whether an adjustment should be made as a result of a Potential
Adjustment Event, CSFB may have regard to, but shall not be bound by, any adjustment to the terms of the relevant options contracts made and announced by a
Related Exchange.
5.4 CSFB shall determine in a commercially reasonable manner any Additional Payment
or adjustment of the Opening Price or Contract Quantity or other relevant provision.
Its determination shall be subject to the agreement of the Counterparty.
Notice of any Additional Payments or adjustments pursuant to this Section shall be
given to the Counterparty as soon as practicable after the determination of such
Additional Payments or adjustments. No events occurring after the Closing Date
shall give rise to any adjustments in relation to any Contract.

5.5 If CSFB and Counterparty agree (both acting reasonably) that there has been, within
the term of a Contract or the 6 months following distribution date, a change in any
applicable law or regulation (or a change in the interpretation or application by any
court, governmental or other authority of such law or regulation) which has

the effect
of reducing or increasing the amount of the ordinary cash dividend per Security
actually due to the Counterparty had it been an actual holder of a Security, CSFB may
adjust the Dividend Percentage with immediate effect by notice in writing to the
Counterparty. If any such change is to take effect prior to the date upon which CSFB
gives such notice, CSFB may make such adjustments to the payment obligations of
the parties in respect of any Contract to which it considers such change applies. In the
event that the Contract shall have been previously closed, the Counterparty and CSFB
shall indemnify each other in respect of any such change on a full indemnity basis.

6. CORPORATE ACTIONS

6.1 Upon becoming aware of the occurrence of any Merger Event (defined below) with
respect to any issuer of the Securities which are the subject of any Contract hereunder,
CSFB shall notify Counterparty of such Merger Event and where the consideration for
the Securities consists:

0 (or at the option of the holder of the Securities, may consist) solely of shares
(whether of the offeror or a third party) ("New Shares") then on or after the
Merger Event
, the number of New Shares to which a holder of Securities
would be entitled upon consummation of the Merger Event shall be deemed to be the Contract Quantity and the New Shares, the Securities;

(ii) solely of cash and/or any securities (other than New Shares) or assets (whether
of the offeror or a third party) ('Other Consideration") then on or after the
Merger Event, the amount of Other Consideration shall be deemed to be the Contract Quantity; or

(iii) of New Shares in combination with Other Consideration then on or after the
Merger Event, the number of New Shares and the Amount of Other
Consideration shall together be deemed to be the Contract Quantity,

and in either of the above, CSFB will adjust any relevant terms of the Contract
as it deems necessary.

6.2 "Merger Event" means, in respect of the Securities which are the subject of one or
more Contracts hereunder, any:

reclassification or change of such Securities that results in a transfer of or an

irrevocable commitment to transfer all of the outstanding shares of such Securities;
(ii) consolidation, amalgamation or merger of the issuer of the Securities with or
into another entity (other than a consolidation, amalgamation or merger in

which such issuer is the continuing entity and which does not result in reclassification or change of all of the outstanding Securities); or
(iii) other takeover offer for the Securities that results in a transfer of or an
irrevocable commitment to transfer all of the Securities (other than such Securities owned or controlled by the offeror), in each case if the Merger Date
(defined below) is on or before the Closing Date.
6.3 "Merger Date" means, in respect of any Merger Event, the date upon which holders of
the necessary number of Securities (other than, in the case of a takeover offer, shares
of such Securities owned or controlled by the offeror) have agreed or have irrevocably
become obligated to transfer their Securities.
7. SUSPENSION AND LIQUIDATION
7.1 If on any Business Day, trading on an Exchange is suspended in the Security which
forms the subject of a Contract, or if CSFB reasonably determines that a Market
Disruption Event has occurred and is continuing, the Market Price for the Security
shall be determined at the Close of Business as the last traded price on the day such
suspension or Market Disruption Event occurs. If such day is a Closing Date, then the
Closing Date shall be the first succeeding Business Day on which the Security is
traded on the Exchange. CSFB shall then in good faith and in a commercially reasonable manner determine the Closing Price for the Security.
7.2 If at any time trading on an Exchange in the Security is suspended for a period of ten
days or more, then either party may terminate the Contract (with notice to the other
party). CSFB and Counterparty shall then, in good faith and in a commercially
reasonable manner, agree on a Closing Date and Closing Price. The provisions of
Section 8 shall otherwise apply.
7.3 If at any time prior to the Closing Date, the issuer of a Security shall have entered into
insolvency or liquidation proceedings (whether following suspension or otherwise),
then the Closing Date shall be deemed to be the date on which the liquidator

or
official receiver gives notice of the final distribution to the holders of shares in the insolvent issuer. If no such distribution is declared, the Closing Date shall be deemed to be the date of the final declaration of dividends to the unsecured creditors of the insolvent issuer. The Closing Price of the Security for the purposes of Section 8 shall be equal to the amount receivable through the distribution to each such holder of each share held by it or, if none, zero.

8. CONTRACT CLOSING AND MATURITY

8.1 On any Business Day when CSFB or the Counterparty wishes to close any Contract (whether in whole or in part), it shall give notice of that fact to the other party (by telephone or otherwise) specifying the Security and the proportion of such Contract it wishes to close.

8.2 CSFB shall then calculate and notify the Counterparty of the Closing Price (by telephone or otherwise). The Counterparty shall not later than the Close of Business

on the second following Business Day notify CSFB (by telephone or otherwise) whether or not it is willing to accept such Closing Price. The Counterparty shall be deemed to have accepted the Closing Price if it fails to notify CSFB as specified above. If the Counterparty accepts the Closing Price, CFSB shall settle the contract as per Section 8.3, and such date shall be deemed the Closing Date. If no agreement is reached within such period, quotations relating to the Closing Price shall be sought from Reference Dealers. If exactly three quotations are received, the Closing Price shall be the quotation remaining after the highest and lowest are discarded. If two quotations are received, the Closing Price will be the arithmetic mean of the quotations. If one quotation is received the Closing Price shall be such quotation. If no quotations are received, the Closing Price will be as reas onably determined By CSFB having regard to any reasonable issues raised by the Counterparty regarding CSFB's initial calculation.

8.3 On the Closing Date (be it the Original Closing Date or otherwise), CSFB

shall
calculate the Contract Price Difference as an amount equal to:
(Q x (P2 -N)), where:
Q = the Contract Quantity;
Po = the Opening Price; and
P2 = the Closing Price.
If P2 is greater than Po, then the Seller shall pay the Buyer an amount equal to the
Contract Price Difference. If P2 is less thanPo, then the Buyer shall pay such
amount to the Seller. Additionally, if Equity Balance is (i) positive then that amount
shall be paid by the Buyer to Seller; (ii) negative then that amount shall be paid by
Seller to the Buyer.

8.4 If the Counterparty has elected to close the Contract, in whole or in part, before the
Original Closing Date (should one exist), then CSFB (also on the Closing Date) shall
calculate the Breakage Amount (with the formula provided below), which shall be due
from the Counterparty to CSFB.
The Breakage Amount shall be an amount equal to (Q x Z x P2), where:
Q=
z=
P2 — the amount of the Contract Quantity being closed;
the Commission Percentage; and
the Closing Price.

8.5 All payments due under 8.3 (Contract Price Difference), 8.4 (Breakage Amount) and
the final Interest Payment under 3.4 shall be netted against each other, and the balance,
shall be due on the Termination Date. However, where agreed between the parties the
balance, together with interest calculated at a rate agreed between the parties from
time to time, may be paid on the next following Equity Payment Date or Interest
Payment Date (as if such Contract had not terminated).

8.6 If CSFB or the Counterparty gives notice to close only a portion of the Contract
Quantity, then the provisions of this Section shall apply only to that portion. The

remainder of the Contract Quantity shall continue to be governed by this Contract,
until closed.

9. CALCULATION AND SETTLEMENT OF PAYMENTS

9.1 All payments made under a Contract shall be made in accordance with the account

details specified in the relevant Confirmation.
9.2 All payments shall be in the Contract Currency.
10. TERMINATION FOR HEDGING/AUTOMATIC TERMINATION
10.1 Should CSFB wish to borrow a Security and either is unable to do so, or if CSFB's
ability to do so becomes, in the reasonable opinion of CSFB, materially impaired or
restricted at any time for whatever reason including, without limitation, for reasons of
price or availability), then CSFB shall notify the Counterparty. On the Counterparty's
request, CSFB shall provide reasonable evidence of such circumstances. CSFB's
determination of impairment, however, shall be conclusive.
10.2 At any time following such notification, CSFB may, at its
election, close the Contract, in whole or in part, and/or adjust the Spread to
compensate CSFB for any increase in costs or risks. CSFB shall give the Counterparty
notice of its action, including the Closing Price and Spread (to be determined by
CSFB in its own discretion), and, if relevant, the date of notice shall serve as the
Closing Date. Sections 8.3 and 8.4 shall apply.
10.3 Where a Contract references Securities which are convertible instruments
("Convertible") such Contract shall terminate automatically upon the effective date of a
conversion (or however described in the terms of such Convertible, "Conversion Date")
and such Conversion Date of the Convertible shall be deemed to be the Termination
Date in respect of such Contract.
11. ADDITIONAL REPRESENTATIONS AND AGREEMENTS
11.1 Each party represents to the other party:
(i) that it is an "eligible contract participant" as defined in the U.S. Commodity
Exchange Act, as amended ("CEA");
(ii) that neither these Standard Terms nor any Securities Swap has been executed or
traded on a "trading facility" as such term is defined in the CEA;
(iii) that each contract under these Standard Terms is a "swap agreement", and not
a "security," for purposes of securities law;
(iv) that it is entering into these Standard Terms (and each Securities Swap
thereunder) as principal, and not as agent or in any other capacity, fiduciary or
otherwise;

(v) that it has sufficient knowledge and experience to be able to evaluate

the
appropriateness, merits and risks of entering into these Standard Terms and
each Securities Swap, and is acting in reliance upon its own judgment or
upon
professional advice it has obtained independently of the other party as to
the
appropriateness, merits and risks of so doing, including the correct tax and
accounting treatment of Securities Swaps;
(vi) that it is not relying upon the views or advice of the other party
including,
without limitation, any marketing materials or model data) with respect to
these Standard Terms or any Securities Swap; and
(vii) that it acknowledges that, with respect to these Standard Terms and
each
Securities Swap, the other party is acting solely in the capacity of an
arm's
length contractual counterparty, and not in the capacity of financial
adviser or
fiduciary.
11.2 The Counterparty acknowledges and agrees with CSFB that CSFB and its
affiliates
may:
perform similar services for, or otherwise have business relations with,
third
parties;
(ii) act for their own accounts in the same or similar instruments
underlying
Securities Swaps, and take positions or enter into transactions regarding
such
instruments (including such trading as CSFB and its affiliates deem
appropriate in their sole discretion to hedge market risk in any position or
transaction) which may or may not be consistent with those taken with
respect
to Securities Swaps with the Counterparty and which may affect the value of
Securities Swaps with the Counterparty; and
(iii) be a party to other contractual arrangements which may increase in
value as a
result of the transactions contemplated under these Standard Terms.
11.3 The Counterparty further acknowledges:
that CSFB gives no guarantee and makes no assurance or representation as to
the expected or projected success, profitability, return, savings,
performance,
result to be cbtained, effect, consequence or benefit (either legal,
regulatory,
fiscal, financial, accounting or otherwise) of any Securities Swap;
(ii) that no communication (written or oral) received from CSFB shall be
deemed
an assurance or guarantee as to the expected results of any Securities Swap;
(iii) that CSFB and its affiliates may, at the date of any Securities Swap
or at any
time thereafter, be in possession of information in relation to a Security

which
is or may be material in the context of any Securities Swap and which may or may not be publicly available or known to the Counterparty; and

(iv) that the Master Agreement, these Standard Terms (and all related material, including but not limited to Schedules and Confirmations) create no obligation whatsoever an the part of CSFB or its affiliates to disclose to the Counterparty any such information (whether or not confidential).
11.4 Each party agrees that if Credit Suisse First Boston Corporation ("CSFBC") acts as agent in respect of a Contract, (i) CSFBC is not acting as a principal with respect to this Agreement or any Contract hereunder and (ii) CSFBC, solely by so acting as agent, shall have no responsibility or liability (including without limitation, by way of guarantee, endorsement or otherwise) to any party in respect of this Agreement or any Contract hereunder, including without limitation, in respect of the failure of a party to pay or perform under this Agreement or any Contract. Counterparty hereby agrees that it will not proceed against CSFBC in respect of any obligation owed to it under this Agreement or any Contract hereunder.
12. COSTS AND EXPENSES
12.1 Each party shall bear its own costs and expenses in relation to these Standard Terms and to each contract thereunder.
13. DISPUTE RESOLUTION
13.1 If the parties are unable to agree on a particular calculation by 3:00 p.m. New York time, one Business Day after the date of the determination or calculation, the parties agree that, by 3:00 p.m. New York time two (2) Business Days following the day the parties fail to agree on a determination: (i) the parties will seek additional quotations from a mutually acceptable leading dealer in the relevant market to make such calculation ("Substitute Calculation Agent"). The determinations of the Substitute Calculation Agent shall be final and binding on the parties, absent demonstrable error, and the costs in obtaining such quotation shall be borne equally by both parties.
If the parties cannot agree on a Substitute Calculation Agent by 3:00 p.m.

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time on the Second Business Day following the day the parties fail to agree on a
determination, each party shall appoint a leading dealer in the relevant market
("Leading Dealer") by 3:00 p.m. New York time on the Business Day following.
The two Leading Dealers shall together appoint a third leading dealer who shall act as
the Substitute Calculation Agent. If a party fails to appoint a Leading Dealer, the
Leading Dealer which has been appointed by the other party shall perform the
functions of the Substitute Calculation Agent. If the two Leading Dealers fail to agree
on a third Leading Dealer, on the next following Business day after the date of their
appointment, the determination, which shall be final and binding absent demonstrable
error, upon the parties shall be an average of the determinations made by the two
Leading Dealers.

Execution copy

Schedule to Basket Swaps (Standard Terms)
dated May 19, 2005 which supplements the Master Agreement dated as of May 19, 2005
between
Credit Suisse First Boston (Europe) Limited
and
Financial Trust Company, Inc. (" Counterparty")

Spreads:
Counterparty is Buyer
Counterparty is Seller
Dividend Percentages:
Counterparty is Buyer
Counterparty is Seller
Applicable Interest Rate:
Applicable Cycle Date:
Applicable Interest Rate Cycle:
Equity Payment Date:
Interest Payment Date:
Termination Date:
Business Day Convention:
Day Count Fraction: As determined in the relevant Confirmation.
As determined in the relevant Confirmation.
As determined in the relevant Confirmation
As determined in the relevant Confirmation
The London Interbank Offered Rate as set forth
in the relevant Confirmation and as specified on
Reuters pages LIBOR01 arcl LIBOR02, as
applicable.
Daily

1 week
Last Business Day in each calendar month
Equity Payment Date
5 years from date of Annex
In the event any relevant date falls on a day that
is not a Business Day, such date shall be the first
following day which is a Business Day unless
that day falls in the next calendar month in
which that date will be the first preceding day
that is a Business Day
Corresponding to the Contract Currency
specified as such in the relevant Confirmation as
listed below:
Contract GBP USD AUD BRL CAD czic DKIC EUR GRD HKD ISK INR JPY
Currency:
Day Count 365 360 365 360 360 360 360 360 360 360 360 360 360
. Fraction:
Contract KPW KRW MYR MXN NM PLN SGD ZAR SEK CHF TWD THB
Currency:
Day Count 360 360 360 360 360 360 360 360 360 360 360 360
Fraction:
I Contract I TRL I USD I
34
Currency:
Day Count
Fraction: 360 360
Equity Cycle Date: Execution copy
Unless specified otherwise in the Confirmation, number
of Business Days before the Equity Payment Date as
specified in the table below for the Exchange as specified
in the Confirmation:
Exchange: London NASDAQ New York Athens Amsterdam Australian Bolsa de
Stock Stock Stock Stock Stock Madrid
Exchange Exchange Exchange Exchange Exchange
Business 3 3 3 3 3 3 3
Days:
Exchange: Bombay Boursa Copenhagen EASDAQ Euronext Icelandic Irish Stock
Stock haliana Stock Exchange Belgium Stock Exchange
Exchange S.pA Exchange
Business 5 3 3 3 3 I 3
Days:
Exchange: KOSDAQ Kuala Bolsa New Sao Paulo ' Johannesburg
Lumpur Mexicana de Zealand Stock Stock Exchange
Stock Valores Stock Exchange
Exchange Exchange
Business 2 4
– buy 3 3 3 As specified in
Days: 5 - sell 0 the Confimation
Exchange: Stock Stock Stock Stockholmborsen SWX Taiwan
Exchange of Exchange of Exchange of Stock
Hong Kong Singapore Thailand Exchange

Business 2 3 3 3 3 I
, Days:
Exchange: Tokyo Stock Wiemer Warsaw Stock Euronext Prague
Exchange Borse AG Exchange Paris S.A. Stock
Exchange
Business 3 3 3 3 5
Days:
Exchange: Xetra Borsa de
Valores de
Lisboa e
Porto
Business 2 3
Days:

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized
representatives as of the date of the Agreement.
Credit Suisse First Boston (Europe) Limited
Name:
Title:
Date:
Name:
Title:
Date:
Financial Trust Company, Inc.
Name:
Title: Pv---c---,14
Date: